

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK****DISCOVER PROPERTY & CASUALTY
INSURANCE COMPANY, et al.,****Plaintiffs,****vs.****NATIONAL FOOTBALL LEAGUE, et al.,****Defendants.****Index No. 652933/2012****ANSWER of AIG PROPERTY
CASUALTY COMPANY, AIG
SPECIALTY INSURANCE
COMPANY, ILLINOIS NATIONAL
INSURANCE COMPANY, and
NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH, PA. to the SECOND
AMENDED CROSS-CLAIMS OF
NATIONAL FOOTBALL LEAGUE
AND NFL PROPERTIES LLC**

AIG Property Casualty Company (f/k/a Chartis Property Casualty Company) (“AIG Property”), AIG Specialty Insurance Company (f/k/a Chartis Specialty Insurance Company) (“AIG Specialty”), Illinois National Insurance Company (“Illinois National”), and National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) (collectively, the “AIG-Related Insurers”) respond to the Second Amended Cross-Claims by the National Football League and NFL Properties LLC (collectively “NFL”) as set forth below.

ANSWER TO THE CROSS-CLAIMS

No response is necessary to the unnumbered prefatory paragraphs because they merely describe the NFL’s claims. If a response is required the AIG-Related Insurers deny that AIG Property issued a primary, duty to defend liability insurance policy to the NFL or NFL Properties, deny that they breached any policy obligations, and deny that the NFL is entitled to any declaratory, monetary or other relief.

The NFL Parties

1. The AIG-Related Insurers admit the allegations in paragraph 1.

2. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 2.

The Insurance Policies

3. No response is necessary to the allegations in paragraph 3 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

4. The AIG-Related Insurers admit that Illinois Union issued certain primary general liability policies to the National Football League for policy periods from November 20, 2002 through August 1, 2006. No further response is necessary to the allegations in paragraph 4 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

5. No response is necessary to the allegations in paragraph 5 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

6. No response is necessary to the allegations in paragraph 6 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

7. No response is necessary to the allegations in paragraph 7 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

8. No response is necessary to the allegations in paragraph 8 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

9. No response is necessary to the allegations in paragraph 9 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

10. No response is necessary to the allegations in paragraph 10 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

11. No response is necessary to the allegations in paragraph 11 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

12. No response is necessary to the allegations in paragraph 12 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

13. No response is necessary to the allegations in paragraph 13 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

14. No response is necessary to the allegations in paragraph 14 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

15. The AIG-Related Insurers deny the allegations of paragraph 15.

16. No response is necessary to the allegations in paragraph 16 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

17. The AIG-Related Insurers admit that ACE issued certain primary general liability policies to the National Football League for policy periods from August 1, 2006 through August 1, 2012. No further response is necessary to the allegations in paragraph 17 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

18. No response is necessary to the allegations in paragraph 18 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

19. No response is necessary to the allegations in paragraph 19 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

20. No response is necessary to the allegations in paragraph 20 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

21. No response is necessary to the allegations in paragraph 21 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

22. The AIG-Related Insurers deny the allegations of paragraph 22 as stated. AIG Specialty issued certain umbrella liability policies to the National Football League for policy periods from November 20, 2002 through August 1, 2006.

23. No response is necessary to the allegations in paragraph 23 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

24. No response is necessary to the allegations in paragraph 24 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

25. The AIG-Related Insurers deny the allegations of paragraph 25 as stated. Illinois National issued a certain umbrella liability policy to the National Football League for the policy period August 1, 2006 through August 1, 2007.

26. No response is necessary to the allegations in paragraph 26 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

27. The AIG-Related Insurers deny the allegations of paragraph 27 as stated. National Union issued a certain excess liability policy to the National Football League for the policy period January 24, 1991 through January 24, 1992 and certain umbrella liability policies to the National Football League for policy periods from August 1, 2007 through August 1, 2012.

28. No response is necessary to the allegations in paragraph 28 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

29. No response is necessary to the allegations in paragraph 29 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

30. No response is necessary to the allegations in paragraph 30 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

31. No response is necessary to the allegations in paragraph 31 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

32. No response is necessary to the allegations in paragraph 32 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

33. No response is necessary to the allegations in paragraph 33 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

34. No response is necessary to the allegations in paragraph 34 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

35. No response is necessary to the allegations in paragraph 35 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

36. No response is necessary to the allegations in paragraph 36 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

37. No response is necessary to the allegations in paragraph 37 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as they

relate to AIG Property, and have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

38. No response is necessary to the allegations in paragraph 38 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as they relate to AIG Property, and have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

39. No response is necessary to the allegations in paragraph 39 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations of paragraph 39 as to themselves, and have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

40. No response is necessary to the allegations in paragraph 40 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as stated as to themselves, and have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

41. No response is necessary to the allegations in paragraph 41 because they relate to another party and state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

42. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 42 as to other parties. The AIG-Related Insurers deny that AIG Property or its predecessor issued any policy to National Football League Properties, Inc., and, as to any such alleged policy, further deny that the NFL has paid all premiums due and deny that all conditions to coverage have been performed, have occurred, or have been excused, satisfied, or waived. AIG Specialty, Illinois National, and National Union admit that the NFL

has paid the premiums for the policies they issued that are at issue in this litigation, and deny that all conditions to coverage under such policies have been performed, have occurred, or have been excused, satisfied, or waived.

The Underlying Lawsuits and Class Settlement

43. The AIG-Related Insurers admit the allegations in paragraph 43.

44. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 44.

45. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 45.

46. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 46.

47. The AIG-Related Insurers admit the allegations in paragraph 47.

48. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 48.

49. The AIG-Related Insurers admit the allegations in paragraph 49.

50. The AIG-Related Insurers admit the first two sentences of paragraph 50. As to the NFL's legal characterization of the Supreme Court's procedures in the third sentence, no response is required and, if a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

51. No response is necessary to the allegations in paragraph 51 because they state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

52. No response is necessary to the allegations in paragraph 52 to the extent they state legal conclusions. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations.

53. No response is necessary to the allegations in paragraph 53 because they state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

54. No response is necessary to the allegations in paragraph 54 because they state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

55. AIG Property has insufficient knowledge or information to admit or deny the allegations in paragraph 55.

56. The AIG-Related Insurers admit that the NFL provided certain limited information to them. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 56 as they relate to any other party.

57. The AIG-Related Insurers admit that the NFL requested that they consent to the Class Settlement, notwithstanding the NFL's refusal to provide sufficient information to enable them to evaluate the reasonable settlement value of Class Settlement. The AIG-Related Insurers deny that they repudiated their coverage obligations and deny that their consent was unnecessary in order for the policies they issued to provide coverage for the settlement. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 57 as they relate to any other party.

58. No response is necessary to the allegations in paragraph 58 because they relate to another party. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

59. The AIG-Related Insurers admit that the NFL settled the Class Action lawsuit without obtaining their consent and deny that they failed to respond to the NFL's requests for consent unjustifiably or in bad faith. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 59 as they relate to any other party.

60. The AIG-Related Insurers deny the allegations of paragraph 60 as to themselves. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations as to other parties.

Duty to Defend Insurers' Failures to Defend

61. The AIG-Related Insurers admit that the NFL has demanded that AIG Property contribute to its defense. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 61 as to other parties.

62. No response is necessary to the allegations in paragraph 62 because they relate to other parties. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

63. No response is necessary to the allegations in paragraph 63 because they relate to other parties. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

64. No response is necessary to the allegations in paragraph 64 to the extent they state legal conclusions. If a response is required, the AIG-Related Insurers deny that AIG Property has

a duty to defend and deny that they have acted unjustifiably or in bad faith, and have insufficient knowledge or information to admit or deny the allegations as to other parties.

65. The AIG-Related Insurers deny that the NFL has submitted \$30 million of defense costs to AIG Property. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations in paragraph 65.

Insurers' Repudiation of Their Indemnity Obligations

66. The AIG-Related Insurers admit that the NFL notified them that it believed that the class settlement became final and effective on January 7, 2017. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 66 as to other parties.

67. No response is necessary to the allegations in paragraph 67 to the extent they state legal conclusions. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 67 because the NFL has provided no evidence that any portion of its class action settlement payments are properly allocable to bodily injury that occurred at a time that would be covered by their policies. The AIG-Related Insurers have insufficient knowledge or information to admit or deny whether the NFL may become legally obligated to incur costs or pay damages under other settlements or judgments in the Underlying Lawsuits, but they note that the NFL's discovery responses take the position that potential plaintiffs who have not yet filed suit are not at issue in this litigation. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations as to other parties.

68. No response is necessary to the allegations in paragraph 68 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as to

themselves, and have insufficient knowledge or information to admit or deny the allegations as to other parties.

69. The AIG-Related Insurers deny the allegations of paragraph 69 as to themselves. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations as to other parties.

Count I – Cause of Action for Breach of Contract as to the Duty to Defend

70. The AIG-Related Insurers incorporate by reference their responses to paragraphs 1-69.

71. The AIG-Related Insurers deny the allegations in paragraph 71 as they relate to AIG Property. No response is necessary to the extent the allegations relate to any other party. If a response is required, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

72. No response is necessary to the allegations in paragraph 72 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as they relate to AIG Property, and have has insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

73. The AIG-Related Insurers deny the allegation in paragraph 73 that AIG Property has breached any contractual duty to defend and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to them.

Count II – Cause of Action for Declaratory Relief as to the Duty to Defend

74. The AIG-Related Insurers incorporate by reference their responses to paragraphs 1-73.

75. No response is necessary to the allegations in paragraph 75 because they constitute a statement of the relief that the NFL is seeking. If a response is required, the AIG-Related Insurers have insufficient information to admit or deny the allegations.

76. No response is necessary to the allegations in paragraph 76 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations as they relate to AIG Property, and have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

77. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations in paragraph 77, but they note that the NFL's discovery responses take the position that potential plaintiffs who have not yet filed suit are not at issue in this litigation.

78. The AIG-Related Insurers deny the allegation in paragraph 78 that AIG Property has a duty to defend under any policy and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

79. The AIG-Related Insurers admit the allegation in paragraph 79 that a justiciable controversy exists between AIG Property and the NFL. As to any other party, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

80. No response is necessary to the allegations in paragraph 80 because they state a legal conclusion and the relief that the NFL is seeking. If a response is required, the AIG-Related Insurers deny the allegations as they relate to them, and have insufficient information to admit or deny the allegations as they relate to any other party.

Cause of Action for Breach of the Duty to Indemnify NFL for the Class Settlement

81. The AIG-Related Insurers incorporate by reference their responses to paragraphs 1-80.

82. The AIG-Related Insurers deny the allegation in paragraph 82 that the NFL is insured under any primary liability policy issued by AIG Property, admit that the NFL is insured under certain primary policies issued by Illinois Union and ACE for policy periods between November 20, 2002 and August 1, 2012, and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party. The AIG-Related Insurers incorporate by reference their specific answers to paragraphs 3-17.

83. The AIG-Related Insurers admit the allegation in paragraph 83 that AIG Specialty, Illinois National, and National Union issued certain umbrella liability policies to the National Football League with policy periods between November 20, 2002 and August 1, 2012, under which NFL Properties is an insured for certain purposes. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party. The AIG-Related Insurers incorporate by reference their specific answers to paragraphs 3, 22, 25, and 27.

84. No response is necessary to the allegations in paragraph 84 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations of paragraph 84 as to themselves, and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

85. The AIG-Related Insurers deny the allegations of paragraph 85 as to themselves. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

86. The AIG-Related Insurers deny the allegations of paragraph 86 as to themselves. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

87. The AIG-Related Insurers deny the allegations of paragraph 87 as to themselves. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

Count IV—Cause of Action for Declaratory Relief as to the Duty to Indemnify . . .

88. The AIG-Related Insurers incorporate by reference their responses to paragraphs 1-87.

89. No response is necessary to the allegations in paragraph 89 because they constitute a statement of the relief that the NFL is seeking. If a response is required, the AIG-Related Insurers have insufficient information to admit or deny the allegations.

90. No response is necessary to the allegations in paragraph 90 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations of paragraph 90 as to themselves, and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

91. No response is necessary to the allegations in paragraph 91 because they state legal conclusions. If a response is required, the AIG-Related Insurers deny the allegations of paragraph 91 as to themselves, and otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

92. The AIG-Related Insurers admit the allegation in paragraph 92 that a justiciable controversy exists between them and the NFL as to insurance coverage for certain aspects of the class action settlement and potential other settlements, but deny that every issue concerning coverage for such settlements is ripe for adjudication. As to any other party, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

93. The AIG-Related Insurers deny the allegations of paragraph 93 as to themselves. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

Count V— Declaratory Relief as to Refusal to Consent to the Class Settlement

94. The AIG-Related Insurers incorporate by reference their responses to paragraphs 1-93.

95. The AIG-Related Insurers have insufficient information to admit or deny the allegations of paragraph 95 as to whether the class settlement is a reasonable compromise of loss covered under the policies issued by the AIG-Related Insurers.

96. The AIG-Related Insurers admit that the NFL requested that they consent to the Class Settlement, notwithstanding the NFL's refusal to provide sufficient information to enable them to evaluate the reasonable settlement value of Class Settlement. The AIG-Related Insurers deny that they repudiated their coverage obligations and deny that their consent was unnecessary in order for the policies they issued to provide coverage for the settlement. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 96 as they relate to any other party.

97. The AIG-Related Insurers admit that the NFL settled the Class Action lawsuit without obtaining their consent and deny that they failed to respond to the NFL's requests for consent unjustifiably or in bad faith. The AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations of paragraph 97 as they relate to any other party.

98. The AIG-Related Insurers deny the allegations of paragraph 98 as to themselves. The AIG-Related Insurers otherwise have insufficient knowledge or information to admit or deny the allegations as they relate to any other party.

99. The AIG-Related Insurers admit the allegation in paragraph 99 that a justiciable controversy exists between them and the NFL as to the NFL's breach of the consent terms of their policies, but deny that the NFL can bring a cause of action for declaratory relief separate from its fourth cause of action. As to any other party, the AIG-Related Insurers have insufficient knowledge or information to admit or deny the allegations.

100. The AIG-Related Insurers deny the allegations of paragraph 100.

DEFENSES

FIRST DEFENSE

AIG Property has no obligation to defend or indemnify the NFL or NFL Properties to the extent the policy allegedly issued by AIG Property is missing, lost, or does not exist.

SECOND DEFENSE

Coverage under policies issued by the AIG-Related Insurers may be barred in whole or part by reason of anti-stacking provisions, non-cumulation provisions, or both contained in the policies.

THIRD DEFENSE

Coverage is barred under each policy issued by the AIG-Related Insurers to the extent that any insured has not fulfilled all conditions necessary to implicate coverage under the policy at issue.

FOURTH DEFENSE

The AIG-Related Insurers have no coverage obligations under any policy issued by the AIG-Related Insurers to the extent that a person seeking coverage is not an insured under the policy.

FIFTH DEFENSE

There is no coverage under each policy issued by the AIG-Related Insurers to the extent that a person other than an insured is liable for the damages any claimant alleges.

SIXTH DEFENSE

The AIG-Related Insurers have no obligation under each policy issued by the AIG-Related Insurers to defend any claim or suit or pay any defense costs unless and until the total applicable limits of the underlying coverage and any other insurance policies that may also provide coverage for the claim or suit have been properly exhausted and the insured has paid each applicable underlying self-insured retention or deductible.

SEVENTH DEFENSE

There is no coverage under each policy issued by the AIG-Related Insurers to the extent that any insured is not legally obligated to pay damages or a claimant is not seeking to recover damages to which the insurance applies.

EIGHTH DEFENSE

Each policy issued by the AIG-Related Insurers does not cover, or excludes from coverage, any liability for non-pecuniary or equitable relief, including injunctions and medical monitoring.

NINTH DEFENSE

Each policy issued by the AIG-Related Insurers does not cover liability for fines, penalties or punitive or exemplary damages.

TENTH DEFENSE

Punitive damages may violate the Excessive Fines Clause of the Eighth Amendment, the Equal Protection Clause of the Fourteenth Amendment and the due process clause of the Fifth

and Fourteenth Amendments of the United States Constitution and the corresponding provisions of applicable State Constitutions.

ELEVENTH DEFENSE

There is no coverage under each policy issued by the AIG-Related Insurers for damages paid for baseline medical assessments, education funds, administrative costs, attorney fees, and any other damages or losses that are not because of “bodily injury,” as the policy defines that term.

TWELFTH DEFENSE

There is no coverage under each policy issued by the AIG-Related Insurers to the extent the underlying damages were not fortuitous, the injuries or damages were not caused by an “occurrence”, as the policy defines that term, or the injuries or damages were expected or intended from the insured’s standpoint.

THIRTEENTH DEFENSE

There is no coverage under each policy issued by the AIG-Related Insurers for any damages or losses because of “bodily injury” that occurs at a time not covered by the applicable policy.

FOURTEENTH DEFENSE

Each umbrella policy issued by the AIG-Related Insurers promises only to pay “those sums” covered by the policy and arising out of bodily injury taking place during the policy period (or at other specified times) and caused by an occurrence, and no umbrella policy issued by the AIG-Related Insurers promises to pay “all sums” in any context.

FIFTEENTH DEFENSE

There is no coverage under any policy issued by the AIG-Related Insurers to the extent that an insured seeks to recover costs and expenses that were not reasonable or necessary or were incurred voluntarily or without the AIG-Related Insurers' prior written consent.

SIXTEENTH DEFENSE

Any recovery against the AIG-Related Insurers must be reduced to the extent any claimant or any insured failed to reasonably and timely mitigate or avoid the damages it claims.

SEVENTEENTH DEFENSE

Coverage may be barred under each policy issued by the AIG-Related Insurers if an insured did not perform all of its obligations under the policy, did not satisfy all applicable conditions for coverage, or violated any conditions for coverage, including, without limitation, providing adequate and timely notice of a claim, making a timely request for coverage, providing a copy of the policy under which the insured sought coverage, cooperating with the AIG-Related Insurers' investigation of the claim, and obtaining the AIG-Related Insurers' prior consent to any settlement.

EIGHTEENTH DEFENSE

Coverage is unavailable to the extent that the NFL's settlement of the class action litigation did not reasonably resolve liability covered by the policies issued by the AIG-Related Insurers.

NINETEENTH DEFENSE

The NFL's claim for indemnification is not ripe because no portion of any payments it may have been made is allocable to a specified claimant's bodily injury until that claimant applies for and receives payment under the settlement.

TWENTIETH DEFENSE

Coverage is only available to the extent the NFL can prove that a portion of its settlement payment is reasonably allocable to a reasonable settlement of liability that is covered by the applicable policy for a particular claimant's bodily injury occurring at a time covered by the applicable policy.

TWENTY-FIRST DEFENSE

Each AIG-Related Insurer's liability, if any, is limited to the applicable policy limits found in a policy.

TWENTY-SECOND DEFENSE

The AIG-Related Insurers are entitled to a set-off or allocation of any liability they may have to the extent provided by law, equity, or contract based upon the alleged existence of insurance coverage provided by others or payments made by others.

TWENTY-THIRD DEFENSE

A claimant's or insured's claims may be barred in whole or part to the extent any other insurance policy exists, including any policy effective before, during, or after the policy issued by the AIG-Related Insurer, or due to the "other insurance" clause in a policy.

TWENTY-FOURTH DEFENSE

To the extent any AIG-Related Insurer is found liable to an insured for any claimant's damages, the AIG-Related Insurer is obligated to pay only an allocable share if any other party, non-party or insurer is liable for the damages as well.

TWENTY-FIFTH DEFENSE

If any AIG-Related Insurer is found to have a duty to defend any insured or pay defense costs under a policy it issued, the insurer is liable only for a ratable portion of the defense costs to the extent that any other insurer also has a duty to defend the insured or pay defense costs.

TWENTY-SIXTH DEFENSE

There is no coverage under one or more of the policies issued by the AIG-Related Insurers for any liability of an employee or volunteer who is an insured arising out of bodily injury due to the employee's or volunteer's providing or failing to provide professional health care services.

TWENTY-SEVENTH DEFENSE

There is no coverage under one or more of the policies issued by the AIG-Related Insurers to the extent that the insured has any liability arising out of an act, error, omission or malpractice of a professional nature committed by an insured or any person for whom the insured is legally responsible, except as otherwise provided in the policy.

TWENTY-EIGHTH DEFENSE

Coverage for the Underlying Lawsuits may be barred under the policies issued by the AIG-Related Insurers, in whole or in part, because the policies do not provide coverage for bodily injury known to the NFL, NFL Properties, or both prior to the policy periods.

TWENTY-NINTH DEFENSE

The AIG-Related Insurers have acted at all times with due regard for the interests of any insured and at no time have deliberately or recklessly failed to consider the interests of any insured.

THIRTIETH DEFENSE

At no time has any insured been without a defense in the underlying actions.

THIRTY-FIRST DEFENSE

The NFL may not seek recovery in connection with any bodily injury for which it has not provided full discovery of all information known to or obtainable by the NFL concerning the player's medical condition during and after his NFL career.

THIRTY-SECOND DEFENSE

The NFL may not bring a standalone cause of action for declaratory relief concerning its violation of the consent provisions of the insurance policies because it is redundant in light of the NFL's third and fourth causes of action, and because the NFL declined to assert the cause of action in a timely manner under the Court's scheduling orders.

THIRTY-THIRD DEFENSE

The NFL is not entitled to relief in connection with the AIG-Related Insurers' lack of consent to the class action settlement because the NFL did not provide enough information to demonstrate the reasonable settlement value of the class action litigation at the time it requested the AIG-Related Insurers' consent to the settlement, the NFL did not demonstrate that the underlying insurance carriers were willing to consent to the settlement such that a request that the AIG-Related Insurers consent to the settlement was timely, the NFL did not incur an excess judgment for loss covered by policies issued by the AIG-Related Insurers, and the NFL's liability to the class was never substantially certain such that the insurers had a duty to settle the claim in lieu of a vigorous defense.

THIRTY-FOURTH DEFENSE

The NFL waived its right to seek declaratory relief in connection with the insurers' refusal to consent to the settlement by opposing all efforts to litigate this case and obtain a declaration from this Court at the time that the Court's declaration regarding the consent or cooperation provisions could have assisted the parties in reaching an appropriate resolution of their dispute.

THIRTY-FIFTH DEFENSE

The NFL may not recover defense costs when it never tendered control of the defense to any insurer with a duty to defend, or allowed such an insurer to control the defense.

THIRTY-SIXTH DEFENSE

The AIG-Related Insurers have never repudiated their obligations to pay for loss that the NFL proves to be covered under one or more policies that they issued, or for the portion of a settlement entered into with their consent that is reasonably allocable to such loss.

THIRTY-SEVENTH DEFENSE

The NFL unreasonably, unjustifiably, and in bad faith repudiated its obligations under the policies issued by the AIG-Related Insurers.

THIRTY-EIGHTH DEFENSE

The NFL may not recover damages capable of computation on or before March 17, 2017, because, in violation of the Court's Case Management Order and applicable discovery rules, the NFL refused to disclose such damages in response to the insurers' legitimate discovery requests.

THIRTY-NINTH DEFENSE

The claims against the AIG-Related Insurers may be barred by other terms in the policies issued by the AIG-Related Insurers.

FORTIETH DEFENSE

The AIG-Related Insurers reserve the right to offer additional defenses that they cannot articulate at this time because: (1) a claimant or an insured has not particularized its claims; (2) the AIG-Related Insurers do not have copies of relevant documents or knowledge of relevant facts; or (3) a claimant or an insured has not provided specific information concerning the nature of the underlying claims for which it seeks coverage. The AIG-Related Insurers reserve the right to assert additional defenses if and when these issues have been addressed.

WHEREFORE, the AIG-Related Insurers respectfully request that this Court enter judgment in their favor granting the following relief:

- a. declaring the rights and obligations as to the NFL and NFL Properties of each AIG Insurer under their respective policies in connection with the Underlying Lawsuits;
- b. awarding reasonable attorney's fees and costs incurred to defend this matter as permitted by law or equity; and
- c. awarding all such other relief to which the AIG-Related Insurers may be entitled and the Court deems appropriate.

April 10, 2017

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Certificate of Service

Filing of this document through the Court's electronic filing system on April 10, 2017, will provide notice and a copy of this document to all counsel of record.

/s/ James W. Weller